

RUTH TECHNOLOGY CORPORATION

BUSINESS REFERRAL AGREEMENT

The Ruth Technology Corporation Business Referral Program (the "Program") is designed to offer incentives to businesses and individuals for referring prospective customers to Ruth Technology Corporation.

PLEASE NOTE. In order to participate in the Program, you must have the following minimum hardware and software requirements available:

- Internet access via any modern, commonly used browser, and
- An active e-mail account for the purpose of confirming account and user activation and passwords, as well as for receiving information and updates from Ruth Technology Corporation.

PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY BEFORE YOU APPLY.

These terms and conditions (the "Terms and Conditions") will govern your participation in the Program. Ruth Technology Corporation reserves the right to change the Terms and Conditions of the Program at any time without prior notice. Unless otherwise stated, any such changes will become effective immediately upon posting of any such changes on Ruth Technology Corporation's web site at: <http://www.lawfirmsoftware.com>. Please return to this page periodically to review any changes that may have been made to this Agreement. If you **do not** want to accept any changes to the Terms and Conditions of this Agreement, you may simply stop participating in the Program by giving written notice to Ruth Technology Corporation as provided below.

A copy of this Agreement will be sent to you via e-mail if Ruth Technology Corporation accepts your Application. To obtain a printed copy of these Terms and Conditions for your records, you may print them now from your computer, print the e-mail copy when you receive it, or contact Ruth Technology Corporation at sales@lawfirmsoftware.com to request a copy.

APPLICANT INFORMATION. Please check whether applying as an "Individual" or as a "Company" and complete the applicable information.

Individual

First Name: _____

Last Name: _____

SSN: _____

OR

Company

Company Name: _____

Contact First Name: _____

Contact Last Name: _____

Company Title: _____

Company EIN: _____

Additional Information for either Individual or Company

Street Address: _____

City, State Zip: _____

E-mail Address: _____

Telephone Number: _____

Mobile Number: _____

Fax Number: _____

AGREEMENT. This Ruth Technology Corporation Referral Agreement (the “Agreement”) is made by and between **Ruth Technology Corporation, LLC.** (“**Ruth Technology Corporation**”) whose address is 7 North Pinckney Street, Suite 240, Madison, WI 53703 and the applicant named above (“**Lead Provider**”), and shall be effective as of the date this Agreement is accepted by Ruth Technology Corporation (the “Effective Date”).

1. Lead Generation and Lead Provider Conduct.

- a. **Compensation.** Subject to the terms of this Agreement, Ruth Technology Corporation will compensate Lead Provider for actual sales of Ruth Technology Corporation products to customers and end users (“End Users”) resulting from sales leads (“Leads”) generated by Lead Provider for Ruth Technology Corporation.
- b. **Submission of Leads.** All Leads shall be submitted via e-mail at referrals@lawfirmsoftware.com.
- c. **Exclusions.** Lead Provider shall be compensated only for Leads that Ruth Technology Corporation accepts after determining that the prospective End User is neither an existing Ruth Technology Corporation customer nor an already existing prospective customer for software from Ruth Technology Corporation; and (2) orders new software product(s) within sixty (60) days of the referral.
- d. **Payment.** Ruth Technology Corporation will pay Lead Provider commission for sales of Ruth Technology Corporation products to Leads only if the sale is closed within sixty days (60) days of the initial contact by Ruth Technology Corporation with the Lead. Lead Provider will earn a commission from each Lead that becomes an End User of Ruth Technology Corporation according to the following schedule:
 - (1) A one time payment of twenty five percent (25%) of all net software license, support, and service fees collected, excluding taxes.

Commissions shall be based on the commission percentage in effect on the date that the Lead Referral form is submitted. Ruth Technology Corporation reserves the right to charge back to Lead Provider any commissions paid for End Users that cancel, return product(s) within the money back guarantee period of thirty (30) days, or who dispute the transaction.

- e. **Quality of Leads.** Lead Provider will generate Leads in a manner that will reflect favorably on the good name and reputation of Ruth Technology Corporation and Ruth Technology Corporation products and, specifically, Lead Provider agrees to:
 - (1) comply with all applicable national, international, state and local laws, ordinances and regulations in its dealings with Ruth Technology Corporation and End Users, including, without limitation, obtaining any required state certifications;
 - (2) make no false or misleading statements with respect to Ruth Technology Corporation products, and shall engage in no illegal, deceptive, misleading, unethical, or improper acts or practices in performing under this Agreement;
 - (3) cannot refer himself, herself, or itself for a product sale.
- f. **No Commission Sharing.** Lead Provider shall not accept more than one commission from Ruth Technology Corporation, under any Program, for any Lead, and shall not share commission with any other Lead Provider or any Ruth Technology Corporation sales representative and/or any other Lead Provider.
- g. **No Assignment.** Lead Provider may not assign or otherwise transfer this Agreement. By participating in the Program, Lead Provider authorizes Ruth Technology Corporation and its affiliates to use your contact information to communicate with you about the Program and Ruth Technology Corporation products generally.

2. Relationship of Parties.

- a. **Nature of Relationship.** Neither Ruth Technology Corporation nor Lead Provider shall have the authority to bind the other by contract or otherwise or to make representations as to the policies or procedures of the other except as specifically authorized by this Agreement. Ruth Technology Corporation and Lead Provider acknowledge and agree that their relationship arising from this Agreement does not constitute or create a general agency, joint venture, partnership, employee relationship or franchise between them and that Lead Provider is an independent contractor with respect to the products provided by it under this Agreement. Lead Provider assumes full responsibility for the acts of its employees and for their supervision, daily direction and control.

3. Lead Acceptance.

- a. **Acceptance.** Lead Provider expressly acknowledges that any submission of Leads for End Users for Ruth Technology Corporation products will be subject to acceptance by Ruth Technology Corporation, in its sole discretion, of such Leads. Furthermore, Ruth Technology Corporation will have no responsibility or liability whatsoever to Lead Provider with respect to the continued availability or operation of Ruth Technology Corporation products or the acceptance of, failure to accept, or follow up of Leads submitted by Lead Provider.
- b. **Conflicts.** Lead Provider acknowledges and agrees that Ruth Technology Corporation directly or indirectly (or through other sales lead providers) may offer Ruth Technology Corporation products and that Lead Provider will be entitled to no compensation for sales made through such other channels. In the event Ruth Technology Corporation receives conflicting orders or Leads for products from different lead providers or Ruth Technology Corporation employees, Ruth Technology Corporation may in its sole discretion determine who, if anyone, will receive credit for such orders.

4. Tradenames and Trademarks.

- a. **No Representations or Warranties.** Neither Lead Provider nor its employees shall make any representations or warranties relating to Ruth Technology Corporation products nor to any affiliation with Ruth Technology Corporation. Further, this Agreement shall not grant Lead Provider any right to use the Ruth Technology Corporation trademark(s) without the prior express written permission of Ruth Technology Corporation.

5. Confidentiality and Communications.

- a. **Confidential Information.** Any confidential Ruth Technology Corporation specifications, drawings, sketches, data or technical or business information, and any other confidential Ruth Technology Corporation material, as well as all Lead or End User information ("Information"), furnished to or disclosed by Ruth Technology Corporation under this Agreement, will be deemed the exclusive property of Ruth Technology Corporation, and are to be used by Lead Provider solely in the performance of its obligations and duties hereunder and are to be returned to Ruth Technology Corporation upon termination of this Agreement. Lead Provider shall keep all such information confidential during the term of this Agreement and for a period of three (3) years thereafter. Lead Provider agrees that monetary damages for breach of its obligations under this Section may not be adequate and that Ruth Technology Corporation will be entitled to injunctive relief with respect to any breach or default of Lead Provider's obligations under this Section.
- b. **Promotional Materials.** Neither party shall reveal the existence of this Agreement in any advertisement, promotional activity or publicity release without the prior written consent of the other.
- c. **Material Breach.** Any breach of this provision shall be a material breach of this Agreement and Ruth Technology Corporation may then terminate this Agreement immediately upon written notice.

6. Term and Termination.

- a. **Term.** This Agreement shall commence on the Effective Date and shall continue for a period of six (6) months thereafter, unless otherwise terminated.
- b. **Termination.** This Agreement may be terminated: (1) at any time by either party on thirty (30) days prior written notice to the other; (2) for breach by Lead Provider of any provision of this Agreement; (3) if Lead Provider fails to provide at least on lead each month; (4) by Ruth Technology Corporation on thirty days (30) written notice (e-mail or letter); or (5) immediately upon written notice by Ruth Technology Corporation in the event Lead Provider, in Ruth Technology Corporation's sole discretion, breaches its obligations set forth herein. Upon termination of this Agreement, Ruth Technology Corporation's Commission payment obligations shall cease. Notwithstanding the foregoing, any thirty (30) day notice period shall be inapplicable should Lead Provider choose not to accept any changes to the Terms and Conditions of this Agreement made by Ruth Technology Corporation.

7. Indemnity and Limitation of Liability.

- a. **Indemnification.** Lead Provider agrees to indemnify, defend and hold Ruth Technology Corporation free and harmless from any loss, damage, or cost, including attorney's fees, that Ruth Technology Corporation becomes liable for by reason of any act of Lead Provider in providing Leads, including but not limited to misrepresenting to End Users the Ruth Technology Corporation products or the terms under which the products are made available by Ruth Technology Corporation. Lead Provider shall immediately notify Ruth Technology

Corporation in writing of any claim, threatened claim, suit or other action related to Lead Provider's performance under this Agreement.

- b. **Limitation of Liability.** Ruth Technology Corporation will have no liability to Lead Provider other than for Commissions earned and payable in accordance with this Agreement. IN NO EVENT SHALL RUTH TECHNOLOGY CORPORATION BE LIABLE FOR SPECIAL, DIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER OR NOT FORESEEABLE.

8. Miscellaneous Provisions.

- a. **Notices.** All notices to be given pursuant to this Agreement will be in writing made via e-mail or by the physical address of the receiving party.
- b. **Governing Law.** This Agreement will be governed by the laws of the State of Wisconsin and Lead Provider consents to the jurisdiction of the federal and state courts of the State of Wisconsin.
- c. **Entire Agreement.** This Agreement constitutes the entire agreement between Lead Provider and Ruth Technology Corporation with respect to the subject matter hereof, and supersedes all prior agreements and representations, written or oral, concerning the subject matter of this Agreement
- d. **Arbitration.** Any actions, controversies, claims, disputes and other factual or legal matters in question arising out of or relating to this Agreement or its alleged breach, will be settled by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as then in effect.

YOU ACKNOWLEDGE: (1) THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND RUTH TECHNOLOGY CORPORATION PERTAINING TO THE RUTH TECHNOLOGY CORPORATION BUSINESS REFERRAL PROGRAM, AND (2) THAT BY SIGNING BELOW YOU REPRESENT THAT YOU HAVE THE AUTHORITY AND RIGHT TO APPLY FOR ENROLLMENT IN THE RUTH TECHNOLOGY CORPORATION BUSINESS REFERRAL PROGRAM AND TO BIND YOU AND YOUR COMPANY (IF APPLYING AS A COMPANY) TO THESE TERMS AND CONDITIONS.

PRINT NAME

SIGNATURE

___/___/_____
DATE

Please mail completed document to 7 N Pinckney, Suite 240, Madison, WI 53703.